

201st Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

FIRST GREATER WESTERN LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services)
dated 4th March 2016

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THIS 201st SUPPLEMENTAL AGREEMENT is dated _____ and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London SE1 8SW (“Network Rail”); and
- (2) **FIRST GREATER WESTERN LIMITED**, (the “Train Operator”), a company registered in England under number 05113733 having its registered office at Milford House, 1 Milford Street, Swindon SN1 1HL.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 4th March 2016 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act.
- (B) Network Rail and the Train Operator (the parties) have been directed under section 22A of the Act to enter into this 201st Supplemental Agreement in order to amend the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- (A) Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise;
- (B) “Effective Date” means the later of:
 - (i) the date upon which the parties enter into this Supplemental Agreement pursuant to directions issued by the Office of Rail and Road under Section 22A of the Act; and
 - (ii) 0200 hours on the Principal Change Date, 2025.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date.

3. AMENDMENTS TO THE CONTRACT

3.1 not used;

3.2 In Schedule 5, Table 2.1 add the following row applying to EF03

Cheltenham Spa	Swindon	Gloucester avoiding line	EF03.126	25390003	800	0	0	0	0	1	0
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3.3 In Schedule 5, Table 2.2 as it applies to EF01 amend the footnote, “1” to read “Only available as a through service with EF05.221” ;

3.4 In Schedule 5, Table 2.2 as it applies to EF05 amend the footnote, “1” to read, “Only available as a through service with EF01.221”;

3.5 In Schedule 5, Table 2.2 as it applies to EF05 amend the footnote, “2” to read “not used”;

3.6 In Schedule 5, Table 2.2 as it applies to EF10 remove the note “4” from each of the following rows,

Gloucester	Great Malvern		EF10.204	25484001	0	1 ⁴	0
Gloucester	Worcester Foregate Street		EF10.205	25484001	0	1 ⁴	0

3.7 In Schedule 5, Table 2.2 as it applies to EF03 delete the following row,

Cheltenham Spa	Swindon		EF03.253	25390003	0	1 ²	0
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and remove the note “2” from the following row,

Gloucester	Swindon		EF03.252	25390003	0	0	1 ²
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3.8 In Schedule 5, Table 4.1 as it applies to EF03 amend the reference, “EF03.253” to read “EF03.126”.

4. GENERAL

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to “the contract” or, as the case may be, the “Agreement”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

5. THIRD PARTY RIGHTS

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

6. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

7. COUNTERPARTS

This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

IN WITNESS of which the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED by.....
Print name..... Duly
authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....
Print name..... Duly
authorised for and on behalf of
FIRST GREATER WESTERN LIMITED